

## Term Contract No. 515A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	515A	Mowers, Lawn, Riding
Effective Dates	April 1, 2010 through March 31, 2013	
Bid Number	201000284	
Administrator	Mike Brendle, CPPB	
Phone	(919) 807-4516	
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Last Updated	June 24, 2011	

### 1. General Information

**PUSH MOWERS AND WALK BEHIND MOWERS ARE NOT INCLUDED IN THIS CONTRACT. THERE IS NOT A TERM CONTRACT FOR THOSE ITEMS.**

#### **NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT**

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

- 1) Contractors are required, upon request of any user, to provide the user with descriptive literature, MSRP for options and implements, a listing of authorized dealers complete with phone and FAX numbers. This information is to be provided to the ordering agency within 3 business days of the request. Such information shall be provided at no charge to the user.
- 2) Users should read the entire contract prior to ordering their mower.
- 3) Vendor complaints-end users should try and resolve conflicts/complaints directly with the contractor. If resolution is not possible, end user should complete the Complaint to Vendor form located at <http://www.ncpandc.gov/documents/vendcom.doc>
- 4) Price changes and model changes must be approved by Purchase and Contract.
- 5) Users should frequently check this site and the E-procurement catalog for updates.

Please read this entire contract along with the Standard Specifications as noted herein.

### 2. Scope of Contract

This contract is intended to cover the State's normal requirements for **COMMERICAL TYPE RIDING LAWN MOWERS** for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

#### 4. Abnormal Quantities

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that exceeds 10 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1) Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3) A separate Invitation for Bids may be issued for the requirement

#### 5. Minimum Orders

The minimum order qualifying for prepaid transportation is one unit.

#### 6. Placement of Orders

All contractors are required, upon request of any ordering agency, to provide the requesting agency catalogs and descriptive literature, the MSRP, and a listing of authorized dealers. This information is to be provided to the ordering agency within 5 business days of the request. Such information shall be provided at no charge to the user.

Users of this contract should at a minimum consider the following before placing their order: prices, delivery, and/or dealer locations. See contractor section for addresses. The percentages below apply when ordering them at the time of ordering the mower.

The implement discounts below are only for implements/options ordered at the time of ordering the mower. Some models offer back up alarms, strobe lights, seat belts, and other safety items. Ordering agencies are strongly recommended to include all safety features available.

<b>Contractor Name (contact the vendor for their Federal ID number)</b>	<b>Place orders with and delivery schedule</b>	<b>Contact Person</b>	<b>Discounts from MSRP for Implement and Options at Time of Ordering Mower</b>	<b>Phone/Fax E-mail Address</b>
Morige Manufacturing PO Box 810 Moundridge, KS 67107 Brand: Grasshopper	Various statewide dealers-Call Brent Dobson 620.345.6301 for dealer locations in NC 30-days	Brent Dobson	Implements & options: 20% Parts:-0%	620.345.6301 316.462.0953 Fax <a href="mailto:bdobson@grasshoppermower.com">bdobson@grasshoppermower.com</a>
Quality Mower & Saw Equip.(W) 106 Stallings Rd. Durham, NC 27703 Brand: Husqvarna	Same 10 days	Hal Pate	Implements & options: 10% Parts:-10%	800.422.0419 919.596.1671 Fax <a href="mailto:durhampolaris@mindspring.com">durhampolaris@mindspring.com</a>
John Deere Company 2000 John Deere Run Cary, NC 27513 Brand: Deere	John Deere-call for dealer locations 30-60 days	Andrew Hill	Implements & Options:- 23.25%(only on selected models) Parts:-0%	800-358-5010-prompt #2 919-804-2831 (direct) 309-749-2313 Fax <a href="mailto:gnsbids@johndeere.com">gnsbids@johndeere.com</a>
JFS Power Equipment, Inc. 4533 NC Hwy 581 Sims, NC 27880 Brand: Bad Boy, Snapper	Same 10 days	Leigh Ann Johnson Thorne	Snapper: Implements & Options:-10% Parts:-10%	252-235-2311- 252-235-9826 Fax <a href="mailto:jfspower@embarqmail.com">jfspower@embarqmail.com</a>
Turf Equipment and Supply Brand: Toro	Same 10 days-	Ed Washburn  Or Chrissy Hale	Implements & options: 10% Parts (contact local dealer)	724.396.1414 <a href="mailto:turfed@windstream.net">turfed@windstream.net</a>  800.827.3711 xt 4046 (Chrissy Hale-

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				Brevard NC) <a href="mailto:Chrissyhale@turf-equipment.com">Chrissyhale@turf-equipment.com</a>
Smith Turf and Irrigation PO Box 669388 Charlotte, NC 28266 Brand: Toro	Same 30-days	Jay Floyd	Implements & options: 20.5% Parts 0%	800.932.8676 704.398.1428 Fax <a href="mailto:Jay.floyd@smithturf.com">Jay.floyd@smithturf.com</a>
Outdoor Equipment Distributors PO Box 58494 Raleigh, NC 27658 Brand: Scag and Wright	Same 10-days	Kathy Flint	Wright- Implements & options: 12% Parts 0% Scag- Implements & options: 20% Parts 0%	For either brand: 800.827.7870 919-850-9163 Fax <a href="mailto:kflint@oedinc.com">kflint@oedinc.com</a>

SMITH TURF	TORO 7210	\$17,282.20
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**1. Placement of Orders**

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

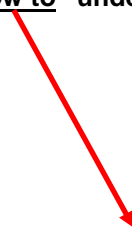
**Order Placement Via E-Procurement (Catalog Items)**

1. Click on the following link: [E-Procurement Users](#)
2. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 515a.
3. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
4. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
5. When the item to be ordered has been located complete the requisition and issue the purchase order.

**Non E-Procurement Users**

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- a. Click on the following link: [E-Procurement Public View](#)
- b. **For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.**



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Arriba Buyer - Microsoft Internet Explorer provided by NC Department of Administration

File Edit View Favorites Tools Help

Address <http://contracts.ncgov.com/Buyer/Main.asp?whwhe> Go Links

**Public View**  
your service

Catalog Browser

Explore  
Catalogs

### Explore Catalog

To locate a catalog item to add to your request, search by keyword or select more search options, enter their search values, and then search. You can also browse within a category or subcategory for items to add to your request or favorites group(s).

[How To](#)

Keywords (And):  Search Reset Options \*  
Keywords (Or):  Supplier:  - Select - (>20 choices) >  
Exact Phrase:  Manufacturer:  - Select - (>20 choices) >  
Exclude Words:  Type Name:  - No Choice - >  
Contract ID:  Language:  - Select - (1 choice) >  
Bundle ID:  Commodity Code:   
Supplier Part #:  Mfg. Part #:   
Price:  To:  ETA (Days):  To:

72,000 items found View By:  Category >

<b>AGRICULTURAL EQUIPMENT, SUPPLIES &amp; CHEMICALS (370)</b> <a href="#">AGRICULTURAL EQUIPMENT AND SUPPLIES (80)</a> <a href="#">CHEMICALS (290)</a>	<b>APPLIANCES, ELECTRICAL, CLOCKS (10976)</b> <a href="#">APPLIANCES (10060)</a> <a href="#">ELECTRICAL EQUIPMENT (900)</a>
<b>BUILDING MATERIALS, MAINTENANCE (10622)</b> <a href="#">BUILDING MATERIALS (9740)</a> <a href="#">MAINTENANCE SUPPLIES AND EQUIPMENT (487)</a> <a href="#">PAINT AND PAINT MATERIALS (319)</a> ...	<b>CLOTHING &amp; TEXTILE ITEMS (1412)</b> <a href="#">CARPET AND FLOOR MAINTENANCE AND MACHINES (700)</a> <a href="#">CLOTHING AND APPAREL (686)</a> <a href="#">TEXTILE ITEMS (77)</a> ...
<b>EDUCATIONAL &amp; ATHLETIC EQUIPMENT, SUPPLIES (505)</b> <a href="#">EDUCATIONAL EQUIPMENT AND SUPPLIES (505)</a>	<b>FOOD &amp; RELATED ITEMS (1750)</b> <a href="#">160-00: BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT (19)</a> <a href="#">165-00: CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL (150)</a> <a href="#">240-00: CUTLERY, DISHES, PLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES (628)</a> ...
<b>FURNITURE (OFFICE, EDUCATIONAL AND HEALTH CARE) (15970)</b> <a href="#">415-00: FURNITURE: LABORATORY (6)</a> <a href="#">420-00: FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL (4672)</a> <a href="#">425-00: FURNITURE: OFFICE (11300)</a>	<b>HIGHWAY CONSTRUCTION EQUIPMENT, GROUNDS (4205)</b> <a href="#">HIGHWAY CONSTRUCTION EQUIPMENT AND SUPPLIES (4190)</a> <a href="#">GROUNDS MAINTENANCE/LANDSCAPE/PLAYGROUND (15)</a>
<b>MACHINES, TOOLS, MATERIAL HANDLING (4655)</b> <a href="#">MACHINES AND TOOLS (4636)</a> <a href="#">MATERIAL HANDLING EQUIPMENT (19)</a>	<b>MEDICAL &amp; LAB EQUIPMENT &amp; SUPPLIES (9727)</b> <a href="#">DRUGS &amp; MEDICINES (24)</a> <a href="#">LABORATORY EQUIPMENT AND SUPPLIES (5727)</a> <a href="#">MEDICAL EQUIPMENT AND SUPPLIES (3976)</a>

## 7. Delivery

1. All mowers shall be delivered fully assembled and ready for use.
2. All mowers must be delivered with operator's manual, lubrication grade and parts books.
3. All mowers must have any attachments ordered assembled and mounted ready for use. Accessories ordered at a later date will not be assembled or mounted by the contractor unless requested by the ordering agency and do not qualify for the discounts noted above.
4. Safe operational procedures shall be explained at the time of delivery.

## 8. Transportation Charges

All goods shall be delivered FOB DESTINATION for all orders equal to, or greater, than the **minimum order**, when shipped to a single destination. In instances where the contractor makes partial shipments of an order to one destination which is equal to, or greater than, the **minimum order**, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

Note! All shipments should be inspected for damage immediately upon receipt.

## 9. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

Refer to the Placement of Orders section for contractor information.

**For the listing of dealers, contact the contractor.**

## 10. Warranty and other general information

### **TRAINING:**

Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery.

### **NOTES:**

- 1) No mower substitutes are allowed unless first approved by the contract administrator. Contractor may request a substitute in writing and shall provide technical literature, most current MSRP ( including option and implement pricing) along with a new completed questionnaire form as provided herein with their request. There is no guarantee that a substitute model will be approved. Subsequent to approval, the catalog template must be updated by the contractor within 3 days. The % discount originally quoted shall remain the same throughout the contract period.
- 2) If the awarded model is discontinued (no replacement), the catalog template must be updated immediately to remove the discontinued model and the contract administrator must be notified in writing immediately.
- 3) Revised or updated MSRP's must be submitted to the contract administrator for review and possible approval before the revised or updated MSRP goes into effect. See the Price Adjustment section (no. 23) of the Terms and Conditions for more information. Subsequent to approval, the catalog template must be updated by the contractor within 3 days.

THIS CONTRACT COVERS VARIOUS TYPES OF SELF-PROPELLED, RIDING-TYPE, GASOLINE, DIESEL OR COMPRESSED GAS POWERED, VERTICAL OR HORIZONTAL SHAFT, 4-CYCLE ENGINE, LAWN MOWERS. THIS SPECIFICATION IS NOT INTENDED TO INCLUDE ALL VARIETIES OF THE COMMODITY, OR WHICH MAY BE COMMERCIALY AVAILABLE, BUT IS INTENDED TO COVER ONLY THOSE GENERALLY USED.

### **CONSTRUCTION**

FRAME AND STRUCTURAL SUPPORTING MEMBERS SHALL BE EITHER HEAVY DUTY OR REINFORCED CONSTRUCTION, AND CAPABLE OF WITHSTANDING LOADS ARISING FROM OPERATION ON ROUGH GROUND. COMPONENT AND RELATED PARTS SHALL BE ACCURATELY AND PERMANENTLY ALIGNED. TOLERANCES AND GAUGES FOR METAL FITS SHALL CONFORM TO THIS SPECIFICATION AND TO STANDARDS OF GOOD COMMERCIAL PRACTICE. FINISHED CONTACT BEARING SURFACES SHALL BE TRUE AND EXACT. ALL BEARING HOUSINGS SHALL PROTECT THE BEARING FROM FOREIGN MATERIALS (GRASS CLIPPINGS, DIRT, WATER, ETC.).

### **WARRANTY**

LAWN MOWERS FURNISHED UNDER THIS SPECIFICATION SHALL BE **NEW** AND SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS, WORKMANSHIP, AND PERFORMANCE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD WARRANTY, EXCEPT THAT IN NO EVENT SHALL SUCH COVERAGE BE FOR LESS THAN TWO(2) YEARS. WARRANTY COVERAGE SHALL BEGIN ON THE DATE OF DELIVERY TO THE ORDERING AGENCY. WARRANTY SERVICE SHALL BE AVAILABLE ON-SITE AT ANY LOCATION WITHIN THE STATE OF NORTH CAROLINA. DEFECTIVE UNITS SHALL BE REPAIRED OR REPLACED DURING THE WARRANTY PERIOD AT NO COST TO THE OWNER OR HIS REPRESENTATIVE INCLUDING PARTS, SERVICE AND TRANSPORTATION. USED, DEMONSTRATOR, PROTOTYPE, REMANUFACTURED, RECONDITIONED OR DISCONTINUED MODELS ARE NOT ACCEPTABLE. ON SITE WARRANTY WORK TO BEGIN NOT LATER THAN 2 CONSECUTIVE STATE BUSINESS DAYS AFTER NOTIFICATION TO CONTRACTOR.

### **SERVICE AND MANUALS**

## 400 INSTRUCTION BOOK

THE CONTRACTOR SHALL FURNISH WITH EACH LAWN MOWER A BOOKLET OR PAMPHLET GIVING COMPLETE INSTRUCTIONS AND PARTS MANUAL FOR THE OPERATION, LUBRICATION, ADJUSTMENT, AND CARE OF THE ENGINE; MOWER; AND ATTACHMENT UNITS.

**APPLICABLE STANDARDS**

THE FOLLOWING DOCUMENTS OF ISSUE IN EFFECT ON THE DATE OF THE INVITATION FOR BIDS SHALL FORM A PART OF THIS SPECIFICATION.

B.71.1 – SAFETY SPECIFICATION FOR POWER LAWN MOWERS

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

1430 BROADWAY

NEW YORK, NY 10018

B.71.4 – SAFETY SPECIFICATIONS FOR COMMERCIAL TURF CARE EQUIPMENT

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

1430 BROADWAY

NEW YORK, NY 10018

SAE J1349 – ENGINE POWER TEST CODE FOR SPARK AND COMPRESSION IGNITION; NET POWER RATING.

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), [WWW.SAE.ORG](http://WWW.SAE.ORG)

400 COMMONWEALTH DRIVE

WARRENDALE, PA 15096-0001

**11. Substitutions**

Substitutions are not permitted without prior written approval of this division. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**Contract Addenda**

Addendum	Description	Effective Date
1	Correction to Turf Equipment brand offered	04/29/2010
2	Email correction for Toro representative	07/26/2010
3	Change in contact person for John Deere	03/04/2011
4	New Price for Turf Equipment	04/08/2011
5	Change in email address for JFS	04/13/2011